

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

CEREBRAL PALSY LEAGUE OF QUEENSLAND AWARD 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the Cerebral Palsy League of Queensland Award 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Cerebral Palsy League of Queensland Award 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

CEREBRAL PALSY LEAGUE OF QUEENSLAND AWARD 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Cerebral Palsy League of Queensland Award 2003.

1.2 Arrangement

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1.3 Date of operation

This Award takes effect from 3 November 2003.

1.4 Award coverage

1.4.1 Without limiting the generality of clause 1.4, this Award shall apply to the Cerebral Palsy League of Queensland as employer, The Australian Workers' Union of Employees, Queensland, the Queensland Services, Industrial Union of Employees, the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and the employers' employees for whom classifications and rates of pay are prescribed by this Award, employed in or in connection with or incidental to the provision of services or assistance associated with support for persons with a disability to maintain an independent lifestyle that is socially valued in the community in the least restrictive manner and no other award shall apply:

1.4.2 This Award shall not apply to fund raisers employed by the League.

1.4.3 This Award shall not apply to employees covered by the Hospital Nurses' Award - State 2003.

1.5 Definitions

1.5.1 The "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.5.2 "Commission" means the Queensland Industrial Relations Commission.

1.5.3 "Shift Work - (other than continuous shift work)" means work regularly rotated in accordance with a roster which prescribes 2 or more shifts (day, afternoon or night) per day, but does not cover a 24 hour per day operation over a 7 day week.

The above definition shall refer to a Category B employee only.

1.5.4 "Union" means The Australian Workers' Union of Employees, Queensland, the Queensland Services, Industrial Union of Employees or the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by 1.4 and their employers, and The Australian Workers' Union of Employees, Queensland, the Queensland Services, Industrial Union of Employees and the Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees and their members.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between the employer and employee/s in the enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union

may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

- 4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time (as defined); or
- (c) casual (as defined).
- (d) fixed term.

- 4.1.2 An employee, other than a casual, upon commencement may be engaged for a probationary period of up to 3 months.

A probationary review shall be completed by the employer mid-way through the probationary period, where feedback on the work performance of the probationary employee will be given. Where areas of unsatisfactory work performance are identified, the probationary employee will be made aware of these, the standard that is required of the probationary employee, and the dates by which satisfactory performance is required to be achieved by the probationary employee.

- 4.1.3 An employee not specifically engaged on a part-time or casual basis shall be a full-time employee entitled to weekly benefits.

4.1.4 Full-time employees

An employee not specifically engaged on a part-time or casual basis shall be a full-time employee entitled to weekly benefits. Wherever permanent employee is referred to in this Award it means full-time employee/employment where appropriate.

4.1.5 Part-time employee

- (a) A part-time employee is a person engaged to work on a regular basis.
- (b) Unless there is an expressed agreement to the contrary between the employer and the employee, the hours of a part-time employee shall be no less than 15 hours per week with a minimum of daily engagement of 2 hours, provided that the hours worked are less than an average of 38 hours per week. The employer shall advise the relevant Union in writing where the hours of work for a part-time employee are less than 15 hours

per week.

- (c) A part-time employee shall be paid for each hour worked during ordinary working hours at 1/38th of the weekly rate prescribed by this Award.
- (d) A part-time employee shall be entitled to other provisions of this Award, which will apply on a *pro rata* basis.
- (e) The normal working hours of a part-time employee may be changed by mutual agreement between the employee and the employer. Clause 4.1.5(e) applies to meet short-term requirements of either party.

4.1.6 *Casual employees*

- (a) A casual employee should be engaged on an irregular basis and paid by the hour.
- (b) A casual employee for working ordinary time shall be paid 1/38th of the weekly rate prescribed by this Award plus a loading of 23% in lieu of annual leave, sick leave and public holidays.
- (c) Payment for casual employees working overtime or on public holidays are as specified in this Award.
- (d) Casual employees shall be paid for a minimum of one hour for each period of employment.

4.1.7 *Fixed term employee*

- (a) An employee may be engaged on a fixed-term contract, or on a fixed-project contract.
 - (i) A fixed-term agreement operates for a specific period of time, as agreed between the parties prior to engagement. At the end of the specified period, the agreement and the employment of the individual is terminated.
 - (ii) A fixed-project agreement operates for the duration of a specified work task, or range of tasks, as agreed between the parties prior to engagement. Once the task(s) is completed, the agreement and the employment of the individual is terminated.
 - (iii) A Fixed term employee may be engaged to work on either a weekly or part-time basis.
 - (iv) When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
 - (v) If a fixed term employee is subsequently appointed to a permanent position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken to receive payment in lieu of those leave entitlements.
 - (vi) A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in clause 4.1.7(a)(i).

4.2 **Anti-discrimination**

4.2.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.2.2 Accordingly in fulfilling their obligations under the grievance and disputes settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.2.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.2.4 Nothing in 4.2 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*; or
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

4.3 Termination of employment

4.3.1 Statement of employment

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.3.2 Termination by employer

- (a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.3.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the amount the employee would have received under clause 4.3.2.

4.3.4 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.4 Introduction of changes

4.4.1 Employer's duty to notify

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.4.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.4.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.5 **Redundancy**

4.5.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.5.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.5.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.5.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.3.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.5.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.5.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.5.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.5.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.5.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.5.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.5.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.3.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.5.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.5.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and

- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.5.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.5.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.5.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.5.10 *Employees with less than one year's service*

Clause 4.5 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.5.11 *Employees exempted*

Clause 4.5 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.5.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.5 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.5.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.5.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.5.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.5.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.6 **Trainees**

Trainees are engaged under this Award, except as amended from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

4.7 **Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 **Definition of classifications**

5.1.1 *League level 1 - work level descriptor and characteristics*

- (a) Works under regular supervision with monitoring, initially closely supervised.
- (b) Routine tasks, operating within established procedures/standards and guidelines.
- (c) Application of knowledge and skills to a well defined range of routine tasks/activities.
- (d) Exercise limited discretion, solve minor problems occurring in course of duty within guidelines.
- (e) Instruction/assistance readily available.
- (f) Follows plans - participates in input to plans.
- (g) No supervision of staff/volunteers.
- (h) Knowledge and skills are applied requiring time management, basic numeracy/communication/accuracy attention to detail, for example:
 - (i) personal care support in clients own home or with families,
 - (ii) undertake courier & mobility activities,
 - (iii) perform straightforward processing activities such as data entry,
 - (iv) maintain filing and records systems.
- (i) Tasks require knowledge of personal care /technology/automotive movement/ basic office/clerical skills, for example:
 - (i) range of housekeeping duties, meal preparation and personal hygiene,
 - (ii) assist with clients' daily activities in centre based/residential or community settings or in-house transport settings,
 - (iii) collate, photocopy and despatch documentation,
 - (iv) arrange appointments, travel and meetings,
 - (v) handle straightforward courier and telephone enquiries,
 - (vi) provide reception and switchboard support.
- (j) On the job training and development of skills.

5.1.2 *Skills and abilities*

- (a) Communicate effectively with immediate work team/work area/individual, convey straightforward information to a range of people and act on feedback constructively.
- (b) Work with and adapt to a diverse range of people with different life styles and work styles.
- (c) Show a supportive and cooperative approach to interaction with others in line with League values.

- (d) Focus on the needs of clients and provide quality service.
- (e) Apply feedback to improve performance.
- (f) Exercise judgment within clearly established tasks and routines.
- (g) Set priorities for task completion on a daily basis within well defined procedures.
- (h) Make choices between a range of options within established procedures/standards and guidelines.
- (i) Perform tasks that are self-contained within established routines.

5.1.3 *League level 2 - work level descriptor and characteristics*

- (a) Positions at this level require performance over a range of tasks/assignments with an element of complexity under regular supervision.
- (b) Provide assistance/guidance as part of team to other employees (Level 1) and volunteers on routine tasks.
- (c) Involves the application of knowledge and skills to a range of routine tasks and activities.
- (d) Knowledge and skills are applied requiring judgment, initiative, problem-solving within defined guidelines also may include accuracy/precision/quality control, for example:
 - (i) Contribute to resolving matters outside defined guidelines,
 - (ii) responsibility for outcomes within individual program plans,
 - (iii) may be responsible for a specific function,
 - (iv) prepare routine correspondence,
 - (v) undertake routine clerical processes.
- (e) Tasks require broader and more in depth knowledge of work functions, programs and procedures for work area/office/clerical skills/technology, for example:
 - (i) support to clients accessing centre based and community activities(for example, TAFE, social events) including personal care, problem solving around regular activities and participation in specific projects
 - (ii) handle general telephone/counter enquiries
 - (iii) estimate, requisition and manage office supplies for a work area
 - (iv) clerical support to specific projects

5.1.4 *Skills and Abilities*

- (a) Communicate and liaise with specific client groups and team/work area/individual members.
- (b) Work with and adapt to a diverse range of people and act sensitively in interactions with others.
- (c) Provide quality service by focusing on the needs of clients, including the interpretation of needs and appropriate responses.
- (d) Provide input in the development of procedures when no procedures or guidelines exist.
- (e) Set priorities for task completion, on a daily/weekly basis and manage competing priorities with supervision..
- (f) Assist to identify and act on self development needs.
- (g) Provide advice/information to client groups other staff and volunteers on established procedures and guidelines with an emphasis on accuracy and quality service.
- (h) Draw on a range of information to influence decision making, interpretations and advice to work group and clients.
- (i) Show a supportive and cooperative approach.

5.1.5 *League Level 3 - work level descriptor and characteristics*

- (a) Involves the application of knowledge and skills sufficient to work under general direction individually or as members of a team.
- (b) Provide direction, support, including training (on the job) to employees of lower classification and volunteers

as required.

- (c) Knowledge and skills requiring accuracy, quality control, some specialist knowledge or technical competence, for example in training/office technology.
- (d) Develop and implement individualised, community-based service for a specific client/s under general direction.
- (e) Under direction provide development related support to people involved in employment activities; support to clients in centre based and community employment settings.
- (f) May provide or assist with either on the job or structured training for clients.
- (g) Knowledge of administrative skills, area priorities, related work area functions, for example:
 - (i) Plan work flow, coordinate and provide allocated administrative support,
 - (ii) undertake a range of more complex software application work, spreadsheets, desktop publishing to required standard.
- (h) May undertake a range of routine and some complex financial and administrative tasks requiring knowledge of League policies and procedures.

5.1.6 *Skills and abilities*

- (a) Effectively communicate and liaise with specific client groups and team/work area/individual members.
- (b) Work with and adapt to a diverse range of people.
- (c) Focus on the needs of clients and provide quality service.
- (d) Effectively handle sensitive interactions with others and to participate in team/work area/individual building activities in the immediate work area.
- (e) Handle flexibly priorities within a team/work area/individual environment.
- (f) Provide constructive feedback to improve team/work area/individual or work area performance.
- (g) Effectively receive feedback to improve performance.
- (h) Identify and set priorities for own work and others.
- (i) Identify and act on self-development needs.
- (j) Suggest different ways of approaching tasks/assignments and improving work performance.
- (k) May coordinate activities or tasks of others; work independently to complete specific assignments and projects and set priorities.
- (l) Make decisions on a regular basis within broad precedents and guidelines
- (m) Resolve more difficult problems within established precedents.
- (n) Display a supportive and cooperative approach.
- (o) Application of knowledge of adult learning and vocational training skills.

5.1.7 *League level 4- work level descriptor and characteristics*

- (a) Positions at this level require performance of a range of tasks/assignments with an element of complexity and are carried out with limited supervision.
- (b) Knowledge and skills are applied requiring quality control, accuracy, precision, for example:
 - (i) develop and oversee the activities of a household including the oversight of the team of staff,
 - (ii) provide advice to staff and managers on reasonably complex administrative matters,
 - (iii) support adults, children and their families to have opportunities for valued and inclusive lifestyles through the provision of individual and family counselling, group work, community development, networking and advocacy.

- (c) Tasks require broad, in depth knowledge of League policies and procedures relevant to the program, work area, for example:
 - (i) undertake a range of complex processing actions using the Division's/Regions systems,
 - (ii) prepare financial, administration, library or human resource reports for senior staff,
 - (iii) assessment, evaluation, intervention and strategies developed with adults, children and their families that will assist them to reach their goals and potential.
- (d) Provision of vocational assessment and support to clients in related goal setting, job seeking and matching and establishment of programs in the workplace.
- (e) Co-ordination of work area functions including staff rosters, and oversight of training; with support from senior staff, interpretation and implementation of policy and procedures; support in development and implementation of individual client plans.
- (f) Provide a social work service as part of an interdisciplinary team to adults and/or children.
- (g) Preparation of correspondence and documentation and assist in policy development.
- (h) May be required to undertake a range of routine on the job or structured training.
- (i) Undertake team/work area/individual leadership or supervisory roles.
- (j) Positions at this level will require general guidance from senior staff/management.
- (k) Maintenance of case notes and report writing in line with documentation guidelines.
- (l) Adhere to relevant professional standards and guidelines as per shared and discipline specific standards.

5.1.8 *Skills and abilities*

- (a) Effectively communicate with team/work area/individual members and client groups and families.
- (b) Work with a diverse range of people and handle differing approaches to work and expressed opinions.
- (c) Interpret needs and responses and to act sensitively in interactions with others.
- (d) Represent and promote the corporate values and directions of the League.
- (e) Draw on a range of information (particularly League policy and procedures) to influence decision making, interpretations and advice to work groups and clients and families.
- (f) Perform tasks that require interpretation of guidelines and procedures.
- (g) Promote ideas and solutions clearly.
- (h) Distinguish sensitive information and handle such information with discretion and confidentiality.
- (i) Provide written and oral information.
- (j) Take initiative to learn more about current developments in professional area and/ or relevant work area.
- (k) Exercise awareness when making and implementing decisions that affect others.
- (l) Apply feedback in relation to individual performance and/ give constructive feedback to others to improve performance.
- (m) Set priorities in a team/work area/individual environment and distribute tasks in an equitable manner.
- (n) Participate in team/work area/individual discussions to achieve solutions/options/outcomes.
- (o) Take responsibility for, and act on, own professional self-development.
- (p) Application of knowledge of adult learning and vocational training skills.

5.1.9 *League level 5 - work level descriptor and characteristics*

- (a) Co-ordinate team/range of activities and resources to achieve service outcomes in line with broad directions and supervision from regional and senior staff/management.
- (b) Involves the broad application of skills and knowledge with depth in some areas.
- (c) Involves performance over a range of tasks with an element of complexity.
- (d) Member of a management team with a coordination role.
- (e) Preparation of correspondence, review agreements and documentation and assist with policy development.
- (f) Develop strategies when implementing policy and procedures.
- (g) Contribute to development of policies and procedures.
- (h) Coordinate, develop, implement and evaluate specific service delivery components.
- (i) Undertake research and analysis to develop action plans and assist in preparation of reports e.g the development and implementation of new and revised practices within the work area.
- (j) Editing and drafting publications e.g. prepare and design layout of publications.
- (k) Responsibility for interaction with the service users to ensure program is delivered consistent with the League's mission and values.
- (l) Prepare and administer unit budget.
- (m) Provide on-the-job training or structured training.
- (n) Positions at this level involve the self-directed application of knowledge with substantial depth in some areas, and a range of technical and other skills to tasks, roles and function in both varied and highly specific context.
- (o) Maintenance of case notes and report writing in line with documentation guidelines.
- (p) Adhere to relevant professional standards and guidelines as per shared and discipline specific standards.

5.1.10 *Skills and abilities*

- (a) Represent and promote the corporate values and directions of the League.
- (b) Effectively communicate with team/work area/individual members and client groups and family on complex or sensitive matters.
- (c) Work with a diverse range of people and handle differing approaches to work.
- (d) Interpret and act on the needs and responses and interact sensitively with others.
- (e) Gain commitment and motivate others in the immediate work team to achieve outcomes.
- (f) Perform tasks that require interpretation of policy guidelines or procedures.
- (g) Set procedures for work team/individual environment and distribute tasks in a fair and consistent manner.
- (h) Take responsibility for, and act on own professional self development
- (i) Demonstrate flexibility in handling competing priorities and display initiative to complete tasks.
- (j) Provide advice/information which may influence the actions of others or outcomes of work areas.
- (k) Identify the need for change and assist in implementation.
- (l) Distinguish sensitive information and handle such information with discretion and confidentiality.
- (m) Exercise sensitivity and awareness when making decisions that affect others.
- (n) Application of knowledge of adult learning and vocational training skills.

(o) Achieve desired outcomes through sound liaison, facilitation and negotiation skills.

5.1.11 *League level 6 - work level descriptor and characteristics*

- (a) Limited direction from regional and senior staff/management (in line with a broad operational/regional/League strategy).
- (b) Requirement to apply significant specialist knowledge and ethical expertise in a range of areas such as; liaison and negotiation, develop, review, interpret and implement policies and legislation.
- (c) Provide leadership and management including establishing priorities and work plans for a significant and complex work area or team (delivering core functions).
- (d) Responsible for advanced level of service activity.
- (e) Exercise initiative, judgement to defined operational policies/procedures.
- (f) Responsible for project and functions required to establish service outcomes consistent with organisational goals.
- (g) Specialists required to work to provide multidisciplinary advice, leadership and consultation on matters of competency in work area.
- (h) Understanding of the delegations applicable to the level and exercising those appropriately.
- (i) Deliver on-the-job or structured training for team/work area/ professional group/ individual members.
- (j) Represent organisation on committees/working parties.
- (k) Policy development and review.

5.1.12 *Skills and abilities*

- (a) Effectively communicate with team/ work area/ individual members and client groups on complex or sensitive matters.
- (b) Achieve desired outcomes through sound liaison, facilitation and negotiation skills.
- (c) Gain the commitment and motivate others in the immediate work area to achieve outcomes.
- (d) Represent and promote the League's mission and values.
- (e) Provide quality written and oral information of a more complex or sensitive nature.
- (f) Identify need for change and implement change.
- (g) Exercise sensitivity and awareness when making decisions that affect others.
- (h) Flexibly manage competing priorities and workloads and display initiative in completion of work plans.
- (i) Identify, promote and meet complex team/ work area/ individual goals within the context of the organisational operation.
- (j) Exercise judgement, with limited guidance, when no precedents or guidelines exist.
- (k) Set priorities in a team/work area/individual environment.
- (l) Actively update knowledge to maintain currency of knowledge, values and skills.
- (m) Provide mentoring and coaching support to less experienced staff.
- (n) Share accountability for the decisions taken without necessarily being responsible for final authorisation.
- (o) Present reasoned and researched conclusions on complex issues.
- (p) Set high internal work standards.

5.1.13 *League level 7 - work level descriptor and characteristics*

- (a) Operate under broad guidance from regional and senior staff/management thus requiring high levels of initiative and the ability to work autonomously to achieve results.
- (b) Positions at this level are accountable for achieving outcomes in line with corporate goals of diverse, significant and complex operations.
- (c) Formulation, establishment and review of programs and service delivery models (e.g. formulate and coordinate management related policy).
- (d) Provide leadership, management and direction for a range of diverse, significant and complex functions to achieve League outcomes e.g participate in planning and setting work area objectives; monitor, analyse and provide reports on area resources (human and financial).
- (e) May manage specialist complex projects or have responsibility for an area of a complex nature.
- (f) Self directed application of knowledge and skills with substantial depth in a range of activities within varied or specific contexts.
- (g) Requires a high level of understanding of operational, legislative, professional and technical matters.
- (h) Required to apply significant and specialist knowledge, technical and managerial expertise (e.g. complex liaison and negotiation, significant level of resources).
- (i) May be required to lead teams, allocate and manage significant level of resources and deliver timely and quality outcomes.
- (j) Supervision of and responsibility for a professional discipline within the organisation and in line with professional standards.
- (k) Organising and overseeing professional direction and development of specific discipline within the organisation.
- (l) Undertake and direct research relevant to discipline or work area.

5.1.14 *Skills and abilities*

- (a) Undertake external liaison, professional contact, research and networking activities.
- (b) Achieve desired outcomes by advanced liaison, facilitation and negotiation skills.
- (c) Define and communicate expectation of work area to senior management and staff.
- (d) Actively update knowledge on current developments and trends within the organisation professionally and externally.
- (e) Solve new or unique problems and develop new systems and products.
- (f) Identify need for change and implement change.
- (g) Actively promote and apply league values.
- (h) Demonstrate flexibility and adaptability in different situations.
- (i) Set high internal work standards.
- (j) Promote and apply ideas, innovations and proposed improvements in the work area or for wider League application.
- (k) Provide and receive constructive feedback displaying openness, respect and honesty.
- (l) Represent the League in a professional manner when required.
- (m) Represent relevant profession/work area within broader disability community networks/working parties.
- (n) Provide mentoring and coaching support to team/work area/individuals and motivate staff.
- (o) Work Level Descriptor and Characteristics through the use and allocation of resources within the constraints

laid down by senior management (may include Regional Manager).

(p) Be accountable for decisions taken but may not be responsible for final authorisation.

5.1.15 *Social workers*

All employees who are employed as a Social Worker shall commence on Level 4.3 and continue through by annual increments to Level 5.3.

5.2 **Wages**

5.2.1 *Wages*

Levels	Rates of Pay per annum	
	Category A \$	Category B \$
<i>Level 1</i>		
Paypoint 1	34,364	36,663
Paypoint 2	34,945	37,302
Paypoint 3	35,521	37,717
<i>Level 2</i>		
Paypoint 1	36,080	38,332
Paypoint 2	37,058	39,407
Paypoint 3	37,789	40,211
<i>Level 3</i>		
Paypoint 1	37,789	40,211
Paypoint 2	38,230	40,811
Paypoint 3	38,787	41,424
<i>Level 4</i>		
Paypoint 1	39,890	
Paypoint 2	40,993	
Paypoint 3	42,096	
<i>Level 5</i>		
Paypoint 1	43,917	
Paypoint 2	45,742	
Paypoint 3	48,376	
<i>Level 6</i>		
Paypoint 1	49,314	
Paypoint 2	50,621	
Paypoint 3	53,386	
<i>Level 7</i>		
Paypoint 1	55,549	
Paypoint 2	56,849	
Paypoint 3	58,149	

Category A wage rates have included a weekend penalty but excludes clause 6.1.2(c).

Category B wage rates have included a weekend penalty rate excluding the allowance prescribed in clause 6.1.2(c), and a shift work allowance.

5.2.2 *Safety net adjustment*

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments., excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.3 Occupational superannuation

5.3.1 The superannuation provisions for all employees covered by this Award shall be in accordance with the Declaration of General Ruling handed down by the Full Bench of the Commission and contained in 124 QGIG 501:

Provided that for each employee the employer shall contribute a sum in accordance with the provision of the Superannuation Guarantee Charge. This sum is to be paid to an approved superannuation scheme, retrospective to that date of the employee's appointment:

Provided further that the contributions shall be made into a nominated fund agreed between the employer and the Unions.

5.4 Salary benefits

5.4.1 Notwithstanding the annual salary rates in clause 5.2, where agreed between the employer and an employee, the employer may introduce remuneration packaging in respect of salary (including any negotiated salary allowable) and the terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Award and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any agreed package complies with taxation or other relevant laws;
- (b) the employer shall advise the employee, in writing, that all Award conditions, other than the salary (including any negotiated salary allowable) shall continue to apply;
- (c) the agreement, the terms and conditions of which shall be in writing and signed by both the employer and employee, shall detail the components of the total remuneration package for the purpose of this agreement;
- (d) a copy of this Award shall be given to the employee, and the employee shall be given adequate opportunity to consult with the relevant Unions;
- (e) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (f) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, any unused amount may be carried forwarded to the next period or paid as salary which will be subject to usual taxation requirements; and
- (g) notwithstanding any of the above arrangements, the employee may cancel any salary arrangements by giving one month's notice of cancellation or the employer may give the employee 3 months' notice of termination.

5.5 Payment of wages

5.5.1 Unless there is an express contract to the contrary, wages shall be paid fortnightly. The payment of wages shall be by electronic funds transfer or in exceptional circumstances, by cheque.

5.5.2 Wages shall be paid during working hours on a week day not being more than 4 working days following the end of the pay period, except where exceptional circumstances exists. The pay day selected, once agreed, must not be changed without the agreement of a majority of the employees.

5.5.3 Upon termination of employment, wages due to an employee shall be paid to the employee on the day of such termination or forwarded to the employee by post on the next working day, or as mutually agreed by the employer and employee.

5.5.4 Casual employees shall be paid on the same day as all other employees.

5.5.5 *Rostered day off - payment of wages*

In the event that an employee by virtue of the arrangement of the employee's ordinary working hours is rostered off duty on a day which coincides with pay day such employee shall be paid not later than the working day immediately following such pay day.

5.6 Allowances

5.6.1 *Sleepover*

An employee undertaking a sleepover shall be paid an allowance of \$62.05 per sleepover. Sleepovers shall, wherever possible, be undertaken either before or after a shift or shifts. A sleepover shall not exceed 8 hours.

- 5.6.2 In the event an employee on a sleepover is required to provide unplanned active time for a consumer, the employee shall report this occurrence to their supervisor and provide details of same on their timesheet. The duration for any active time shall be subject to negotiations between the employer and employee.
- 5.6.3 In the event extra active time is anticipated by management for a consumer, planning the duration of active time during a sleepover will be negotiated between the employer and the employee concerned in advance.
- 5.6.4 Payment for active time shall be based on the employees ordinary hourly rate.

5.7 Higher duties

- 5.7.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for 5 consecutive working days or more shall be paid for the period for which duties are assumed at a rate of not less than the minimum rate prescribed for the higher classification:

Provided that in cases where the minimum rate of the higher classification is the same as the relieving employee's current salary, the relieving employee shall be paid at the higher classification at the first salary level above their classification salary.

5.8 Progression between levels

- 5.8.1 Except as provided for in clause 5.1.15, progression from one level to the next level shall be dependent upon the employee satisfying the requirements outlined in each level.
- 5.8.2 An employee shall not move from paypoint to the next paypoint within the classification level until:
- (a) In the case of a full-time employee such employee has received such salary/wage for a period of 12 months;
 - (b) Notwithstanding anything contained in clauses 5.8.1 and 5.8.2, no employee shall be entitled to receive salary payment/wage level movements by virtue of this Award if after undergoing a formal counselling process in accordance with this Award, it was deemed that their performance was not satisfactory.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEK-END WORK

6.1 Hours of work

- 6.1.1 Subject to clause 6.3 (Implementation of a 38 hour week) the ordinary hours of work shall be an average of 38 hours per week, Monday to Sunday, worked between 6.00 a.m. and 8.00 p.m.
- 6.1.2 The spread of hours prescribed in clause 6.1 may be altered as to all or a group of employees if there is agreement between the employer and the majority of employees directly affected:

Provided that for work (other than shift work) performed outside the hours 6.00 a.m. to 8.00 p.m. employees shall be paid:

- (a) a loading of 15% on their ordinary rate of pay for work performed beyond their spread of hours and 12.00 midnight Monday to Friday inclusive.
- (b) a loading of 20% on their ordinary rate of pay for work performed between the hours of 12.00 midnight and the commencement of their spread of hours between midnight Sunday and their designated start time on Friday.
- (c) a loading of 35% of their ordinary time rate of pay for work performed outside of the spread of 6.00 a.m. and 8.00 p.m. on Saturday and Sunday:

Provided that the loadings in clauses 6.1.2(a) and 6.1.2(b) shall not have application to a Category B employee.

- 6.1.3 The ordinary starting and finishing times of an employee or employees may be staggered, provided that there is agreement between the employer and the majority of employees directly affected.
- 6.1.4 The ordinary hours of work provided in clause 6.1 shall not exceed 10 hours on any day.
- 6.1.5 Employees may be rostered to work 10 out of each 14 day cycle. Within each 14 day cycle an employee will be rostered off for 4 days of which no less than 2 whole days shall be consecutive:

Provided that other forms of days off may be arranged where there is mutual agreement between the employer and the individual(s) concerned.

- 6.1.6 No employee other than in the circumstances provided for in clause 6.1.1 will be rostered for duty beyond a maximum of 6 consecutive days without a rostered day off.
- 6.1.7 All work done by the employee on a rostered day off is to be deemed overtime and to be paid for at the rate of double time in addition to the prescribed weekly rate.

6.2 Operation of 38 hour week

The ordinary hours of work for employees (other than casual and part-time employees) shall be an average of 38 hours per week to be worked on one of the following bases:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days.
- (b) 76 hours within a work cycle not exceeding 14 consecutive days.
- (c) 114 hours within a work cycle not exceeding 21 consecutive days.
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.3 Implementation of a 38 hour week

6.3.1 The 38 hour week shall be implemented on one of the following bases, most suitable to each location, after consultation with, and given reasonable consideration to the wishes of, the employees concerned:

- (a) by employees working less than 8 ordinary hours each day; or
- (b) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (c) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

6.3.2 Subject to the provisions of clause 6.3, the ordinary hours of work may exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle.

6.3.3 Notwithstanding any other provision in clause 6.3, where the arrangement of ordinary hours of work provides for an accrued day off, those accrued days off shall be banked. The accrued days off so banked shall be taken in minimum blocks of 5 consecutive days or alternatively taken in conjunction with annual leave.

Accrued days off held in credit at the date of any termination of the employee shall be paid in full as wages.

6.3.4 Where practicable, an accrued day off shall either be banked or otherwise arranged so as not to fall on days on which an employee is required to attend consumer training.

6.3.5 Where such accrued days off falls on a public holiday, the following day may be taken where practicable in lieu thereof or the employee and the employer may agree to an alternative day off duty as substitution.

6.3.6 Each day of paid leave taken (not including annual leave, long service leave) and any public holiday occurring during that cycle of 4 weeks shall be regarded as a day worked for accrual purposes.

6.3.7 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in each location concerned.

6.4 Procedure for discussions - 38 hour week

6.4.1 The employer and all employees concerned in each establishment shall consult over the most appropriate means of implementing and working a 38 hour week.

6.4.2 The object of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week in accordance with clause 6.3.

6.4.3 The outcome of such consultation shall be recorded in writing.

6.4.4 Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by

employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented from time to time.

- 6.4.5 After implementation of the 38 hour week, upon giving 7 days' notice, or such shorter period as may be mutually agreed upon, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and employees concerned, utilising the foregoing provisions of clause 6.4, including clause 6.4.4.

6.5 Meal breaks

- 6.5.1 Not less than 30 minutes shall be allowed for each meal and meal times shall fall between the 4th and 6th hours of duty.
- 6.5.2 Such meal breaks shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.
- 6.5.3 Notwithstanding the provisions of clause 6.5.1, where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program the employee shall be paid for the duration of the meal period at the ordinary rate of pay.

However, an employee may elect to take an unpaid meal break as prescribed in 6.5.1 before or after the meal period. If the employee so elects not to have a meal break, all ordinary hours after the meal period shall be paid at the ordinary rate of pay.

- 6.5.4 By agreement, a part-time employee, may forego these unpaid meal breaks provided that the employee must take an unpaid meal break on any day in which the employee work more than 6 hours continuously.

6.6 Rest pauses

- 6.6.1 All employees covered by this Award who work a minimum of 4 consecutive ordinary hours shall be entitled to a rest pause of 15 minutes' duration in the employer's time.
- 6.6.2 Employees covered by this Award who work a minimum of 8 consecutive ordinary hours on any one day shall be entitled to a rest pause of 15 minutes' duration in the first and second half of the day.
- 6.6.3 Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

6.7 Overtime

6.7.1 Entitlement to payment for overtime

- (a) A full-time employee shall be entitled to overtime where the employee works more than 152 hours in any 28 day period or where the employee works more than 10 hours in any one day or where the employee works outside of the spread of ordinary hours on weekends in accordance with clause 6.1.
- (b) A part-time employee shall be entitled to overtime where the employee works in excess of their prescribed hours of duty provided that overtime shall not be paid where the employer and employee have agreed to a temporary amendment of working hours under the arrangements specified in clause 4.1.5 in which case overtime shall apply for work in excess of the mutually agreed amended working hours. A part-time employee shall be entitled to overtime if the employee work in excess of 38 hours in any one week or more than 10 hours in any one day.
- (c) A casual employee shall be entitled to overtime where the employee works outside of the ordinary spread of hours specified in clause 6.1 and/or where the employee works more than 38 hours in any week or more than 10 hours in any day.

- 6.7.2 All time worked in excess of the ordinary working hours or outside of the spread of hours shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours on any one day and double time thereafter.

- 6.7.3 Overtime shall only be worked with the prior approval of the employer provided that an approval procedure may allow for employees to work overtime without specific prior approval in defined emergency situations. Subject to mutual agreement in writing between the employer and the employee, an employee may be compensated for working overtime in lieu of payment by being allowed time off, taken at the rate of time worked for time taken:

Provided that an employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being performed. If the employer is unable to release the employee accordingly, or at the time of termination for

any reason by either party, then the employee shall be paid for the overtime worked at the appropriate overtime rate.

- 6.7.4 Subject to prior approval by the employer, an employee may be granted time off notwithstanding that such time has not been worked as overtime in accordance with clause 6.7.1(a). The employer shall pay the employee's salary as if the employee worked ordinary hours during such time off:

Provided that the period of time off shall be made up in accordance with clause 6.7 through authorised overtime worked, within 4 weeks of the time off being taken, or the employees pay shall be reduced by the amount of such time off taken.

- 6.7.5 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of work on the next day, that the employee has not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.7.5, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and the employee shall be entitled to be absent until receiving 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.8 Weekend work

Any arrangements of hours which includes Saturday or Sunday as ordinary hours shall be subject to an agreement between the employer and the employee directly affected.

6.9 Recall to work

- 6.9.1 An employee who is recalled to work overtime after leaving the place of employment, shall be paid as for a minimum of 2 hours' work at the appropriate rate for such time, recalled, or be granted equivalent time in lieu in accordance with clause 6.7.4.
- 6.9.2 An employee recalled shall not be required to work the full 2 hours if the work to be performed is completed in a shorter period.
- 6.9.3 Clause 6.9 shall not apply when overtime is continuous with completion or commencement of ordinary working time.
- 6.9.4 Except as provided for in clause 6.9.5, where an employee is recalled for duty on their rostered day off, the employee shall be paid in accordance with the provisions of clause 6.9 and shall be entitled to substitute another day for the rostered day off.
- 6.9.5 Where a full-time employee has been given reasonable notice that the employee will be required to work on their rostered day off due to an emergency, the employee shall be paid at ordinary time for that day and a substitute day off shall be granted.

6.10 Out of work contact

- 6.10.1 For the purpose of clause 6.10 the following definitions shall apply:

- (a) Standby shall mean a written instruction to an employee to remain at the employee's place of employment during any period outside the employee's normal hours of duty, and to perform certain designated tasks periodically or on an *ad hoc* basis.
- (b) On Call shall mean a written instruction to an employee to remain at the employee's residence or to otherwise be immediately contactable by telephone or paging system outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty.
- (c) Where an employee on standby is required to sleep on the employer's premises, clause 5.6 shall apply.
- (d) The standby provisions of clause 6.10 shall not replace the overtime or shift provisions of this Award.
- (e) Other than in extraordinary circumstances, an employee shall not be required to perform more than 2 periods of standby in any 2 weekly cycle.
- (f) When an employee is required to be on call and the means of contact is to be by telephone, the employer shall:
 - (i) where the employee does not already have a telephone, pay the cost of such installation;

- (ii) where the employee pays or contributes towards the payment of the rental of such telephone, pay the employee one-half of the rental costs.
- (g) An employee shall be reimbursed the cost of all telephone calls made on behalf of the employer as a result of out of hours contact.
- (h) An employee rostered to be on-call shall receive an additional amount as follows:
 - (i) \$18.61 for each 24 hour period or part thereof when the on-call period is between rostered shifts of ordinary hours Monday to Friday inclusive;
 - (ii) \$27.89 for each 24 hour period or part thereof when the on-call period is on a Saturday;
 - (iii) \$32.57 for each 24 hour period or part thereof when the on-call period is on a Sunday, public holiday or a day when the employee is rostered off duty.
- (i) Payment shall be calculated by reference to that additional amount specified in clause 6.10.1(h) applicable to the calendar day on which the major portion of the on-call period falls.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

- 7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to 4 weeks annual leave on full pay.
- 7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and (subject to clause 7.1.5) shall be paid for by the employer in advance:
 - (a) In the case of any and every employee in receipt immediately prior to that leave of ordinary wages at a rate in excess of the ordinary wages payable under clause 5.2 at that excess rate; and
 - (b) In every other case, at the ordinary time rate of pay payable to the employee concerned immediately prior to that leave.
- 7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay, calculated in accordance with clause 7.1.5, for 4 weeks and also their ordinary time rate of pay for any public holiday occurring during such period of 4 weeks.
- 7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to 1/12th of the employee's pay for the period of employment calculated in accordance with clause 7.1.5.
- 7.1.5 *Calculation of annual leave pay*

In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers

Subject to clause 7.1.5(b) the rate of wages to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster including Saturday, Sunday or holiday shifts.

- (b) All employees

Subject to the provisions of clause 7.1.5(c), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:

- (i) The employees ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and weekend penalty rates).
 - (ii) A further amount calculated at the rate of 17 ½% of the amounts referred to in clause 7.1.5(b)(i).
- (c) The provisions of clause 7.1.5(b) shall not apply to the following:

(i) Any period or periods of annual leave exceeding 4 weeks.

(ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:

Provided that part-time employees accrue sick leave on a proportional basis.

(b) This entitlement will accrue at the rate of 7.6 hours' sick leave for each 6 weeks of employment.

(c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.2.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

(a) The employee is absent from work on unpaid leave granted by the employer;

(b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

(c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 Workers' compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 3 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 Long-term casual employees

(a) A long-term casual employee is entitled to at least 3 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and

systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided is insufficient.

7.3.5 As employee shall be entitled to a maximum of 3 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's spouse, father or mother, and where such employee travels outside of Australia to attend the funeral.

7.4 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.5 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.5.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.5.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.6 Public holidays

7.6.1 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- Labour Day;
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half.

7.6.2 *Annual show*

Moreover, all work done by an employee in a district specified from time to time by the Minister, by notification

published in the *Gazette* or the *Queensland Government Industrial Gazette* on the day appointed under the *Holidays Act 1983* to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principle city or town, as specified in such notification, of such district, shall be paid for at the rate of double time and a-half.

7.6.3 All time worked on any of the holidays mentioned in clauses 7.6.1 and 7.6.2 outside the ordinary starting and ceasing times prescribed by this Award for the day of the week on which such holiday falls shall be paid for at double the rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on a ordinary working day.

7.6.4 Employees required to work on any of the holidays mentioned in clauses 7.6.1 and 7.6.2 shall be paid for a minimum of 4 hours' work at double time and a-half.

7.6.5 *Stand down*

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by that employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely Christmas Day, Boxing Day, and the 1st day of January occurring during the period on and from the date of dismissal or standing down to and including the date of re-employment as aforesaid.

7.6.6 *Holidays in lieu*

Should any of the holidays mentioned in clauses 7.6.1 and 7.6.2 fall on an employee's rostered day off, such employee shall receive another one or 2 days off as the case may be in lieu thereof, or one or 2 days shall be added to the employee's annual leave, or alternatively, one or 2 days' wages at ordinary rates shall be paid in addition to the weekly wage.

7.6.7 *Part-time employees*

A part-time employee who usually works on a day of the week on which a public holiday falls and is not required to work on that day, shall be paid for the hours which would normally have been worked on that day.

7.6.8 *Casual employees*

Casual employees required to work on a public holiday shall be paid at the rate of double time and a-half for all time worked on any such public holiday.

7.6.9 *Alternative arrangement to public holidays*

Subject to an agreement between the employer and employee(s), an employee may elect to be paid at the rate of time and a-half for the public holidays mentioned in clauses 7.6.1 and 7.6.2 except for Labour Day, Easter Saturday and annual show day which shall be paid at the rate of double time and a-half.

Should Labour Day, annual show day or Easter Saturday occur during the period of an employee's annual leave there shall be added to the employee's annual leave an extra day for each such day so occurring.

7.7 **Jury service**

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Travel and motor vehicle allowances

8.1.1 Employees required to travel on the employer's business may be supplied with a vehicle by the employer. However, where the employer's vehicle is not available and the employee uses their own vehicle, the employer shall pay to the employee a vehicle allowance of:

- (a) Less than 2L - 46.8c per km
- (b) More than 2L - 50.3c per km

8.1.2 An employee required to travel by other means in connection with their work shall be reimbursed all reasonable travelling expenses so incurred, provided that where an employee is required to travel by air transport the employer shall provide a return economy class air fare to the employee prior to departure.

8.1.3 Where an employee is called out on duty at night or at any time in an emergency other than their normal hours of duty or on any non-working day, the employee shall be reimbursed their fares, or if using their own vehicle to travel between their home and place of work, receive a travel allowance as set out in clause 8.1.1.

8.1.4 An employee required to travel intra or interstate on the employer's business shall be reimbursed the cost of reasonable board, lodgings, meals and fares. Reasonable proof of costs so incurred is to be provided by the employee to the employer.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Commitment to training and careers

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Occupational health and safety

10.1.1 The employer and employees shall comply with the requirements of the *Workplace Health and Safety Act 1995* and any amendment thereof, and with Regulations made under the said Act.

10.1.2 The employer shall provide a safe and healthy working environment.

10.1.3 Employees shall ensure all work is performed in a safe and responsible manner.

10.1.4 An employee who is supplied with protective equipment or material is required to wear or use it as instructed.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 *Authorised industrial officer*

- (a) An "Authorised industrial officer" is any relevant Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the relevant Union.

11.1.2 *Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the relevant Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the relevant Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the relevant Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;

- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Preamble

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 Documentation to be provided by employer

At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

11.3.2 Union delegates

- (a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- (b) The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of Union fees

Where arrangements can be entered into, the employer is encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to the employer their desire to have such membership fees deducted from their wages.

11.4 Posting of Award

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read and accessed by employees.

Dated 9 September 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 3 November 2003